

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

GOVERNMENT EMPLOYEES
INSURANCE COMPANY, a Maryland
corporation,

Plaintiff,

vs.

CHARLES H. SHROYER, Jr. and
RACHEL L. SHROYER,

Defendants.

No. 1:15-cv-00306 PJK/SCY

JUDGMENT

THIS MATTER came on for consideration by the court on cross-motions for summary judgment and the court having made its decision (Doc. 35):

IT IS ORDERED, ADJUDGED, and DECREED that the rights of the parties are as follows:

1. GEICO issued an automobile policy to Defendant Charles H. Shroyer and his selection of UM/UIM limits of \$150,000/\$300,000 on GEICO's UM/UIM Selection Form was valid under New Mexico law;

2. The UM/UIM limits under the policy are therefore \$150,000/\$300,000;

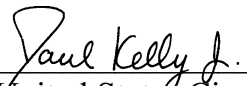
3. Plaintiff GEICO paid Defendant Rachel L. Shroyer \$150,000 based on the valid limits selected by Defendant Charles H. Shroyer and Plaintiff GEICO does not owe her any more benefits under the policy;

4. Defendant Rachel L. Shroyer is not entitled to a reformation of the policy to provide \$900,000/\$900,000 in stacked UM/UIM coverage;

5. Defendant Charles H. Shroyer, Jr. is bound by this declaratory judgment regarding the validity of his selections (Doc. 23); and

6. Plaintiff GEICO shall recover its costs.

DATED this 1st day of December 2015, at Santa Fe, New Mexico.



United States Circuit Judge
Sitting by Designation